

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	No. 1:19-cv-2693-STA-jay
)	
v.)	
)	
FOURTEEN FOODS, LLC)	
d/b/a DAIRY QUEEN BRAZIER)	
)	
Defendant.)	

CONSENT DECREE

The Equal Employment Opportunity Commission, an agency of the United States government (the “Commission”), filed this lawsuit against Fourteen Foods, LLC (collectively, “the Parties”) on October 10, 2019. The Commission alleged Fourteen Foods violated Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 when it failed to hire Robin King for a Team Member position because of his disability, hearing impairment. Fourteen Foods, LLC (“Fourteen Foods”) denies these allegations.

The Parties engaged in good faith negotiations and now consent to entry of this Decree by this Court to avoid the additional expense of continued litigation. This Decree does not constitute a finding on the merits of the case and shall not be deemed an admission of liability by Fourteen Foods, its officers, agents, or successors. The Parties stipulate the terms and conditions of this Decree are fair, reasonable, adequate, and serve the public interest in eradicating disability discrimination.

This Decree represents the final and complete agreement between the Parties regarding the resolution of this civil action.

In the event the Court does not approve this Decree, the Parties agree neither of them will attempt to admit the Decree in evidence in this or any subsequent lawsuit.

After examining the terms of this Decree, and based on the pleadings, record, and stipulations of the Parties, the Court hereby APPROVES the Decree and FINDS as follows:

I. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this action.

II. SCOPE AND DURATION OF THIS DECREE

A. The duration of this Decree and all obligations shall remain effective for one year from the date of its entry by the Court.

B. During the term of this Decree, the Court shall retain jurisdiction over this case for purposes of compliance and any disputes that may arise.

C. Unless otherwise specified in this Decree, this Consent Decree is limited to the Savannah, Tennessee location, store number 10902.

III. ISSUES RESOLVED

A. This Decree resolves all issues and claims arising from Robin King's Charge of Discrimination, EEOC Charge No. 846-2015-29051, filed against Fourteen Foods, d/b/a Dairy Queen Brazier.

B. This Decree resolves all issues and claims arising from the Commission's Complaint filed against Fourteen Foods, d/b/a Dairy Queen Brazier, Civil Action No. 1:19cv02693 (W.D. Tenn.).

IV. INJUNCTIVE RELIEF

A. Fourteen Foods shall retain and not discard applications received from individuals seeking employment in its Savannah, Tennessee location, store number 10902, for a period of one (1) year from the time such application is received.

B. Fourteen Foods is enjoined from refusing to hire qualified individuals with disabilities for available positions in its Savannah, Tennessee location, store number 10902 because of their disabilities.

C. Fourteen Foods is enjoined from refusing to hire qualified individuals for available positions in its Savannah, Tennessee location, store number 10902, because they need and request a reasonable accommodation under Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991.

V. REVISE FOURTEEN FOODS' REASONABLE ACCOMMODATION POLICY

A. Fourteen Foods and its officers, agents, successors and other persons in active concert or participation with it, shall revise its reasonable accommodation policy.

B. The revised Policy shall state Fourteen Foods expressly prohibits disability discrimination in all stages of employment, including but not limited to, pre-employment screening and hiring.

C. The Policy shall outline the steps employees should take when requesting a reasonable accommodation, including but not limited to, supporting documents the employee should submit with their request.

D. The Policy shall state the steps Fourteen Foods will take when responding to a reasonable accommodation request.

E. The Policy shall outline steps applicants and/or employees should follow if they are discriminated against because of their disability.

VI. POLICY DISTRIBUTION

A. Fourteen Foods shall distribute its most recent employee handbook, which includes its anti-discrimination policy to all current employees at its Savannah, Tennessee location, store number 10902, within thirty (30) days date of this Decree.

B. Each current employee at Fourteen Foods' Savannah, Tennessee location, store number 10902, shall sign an acknowledgement that they have received the most recent handbook.

C. Fourteen Foods shall retain the written acknowledgement of such receipt in each current employee's file.

D. Upon hire of any new employee at its Savannah, Tennessee location, store number 10902, Fourteen Foods shall ensure all employees receive a copy of the most recent employee handbook.

VII. MONETARY RELIEF

A. Fourteen Foods shall pay Mr. King monetary relief in the amount of \$20,000.00.

B. The payment to Mr. King represents full and final settlement of the Commission's monetary claims against Fourteen Foods.

C. Fourteen Foods shall certify to the Commission that payment was made within fifteen (15) business days following entry of this Decree.

D. As a condition of receiving payment, Mr. King will execute the form Release attached hereto as Appendix A.

VIII. TRAINING

A. Fourteen Foods agrees to train all employees who interview applicants or make hiring decisions in its Savannah, Tennessee location, store number 10902, on the federal laws of Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991.

B. An attorney, a certified Society for Human Resource Management (SHRM) professional, or another similarly qualified trainer shall conduct the training.

C. Initial training will occur within sixty (60) days of entry of this Decree.

D. The training shall occur once and only at the Savannah, TN location.

E. The training session shall last a minimum of ninety minutes.

F. The training shall consist of, among other things, the following:

i. explanation of Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991;

ii. explanation of the proper way to respond to reasonable accommodation requests;

iii. explanation of the interactive process and the employer's role;

iv. proper recruitment, screening, and hiring procedures that do not discriminate against applicants because of disabilities or perceived disabilities.

G. Within twenty (20) days of the training, Fourteen Foods must submit to the EEOC:

i. a copy of the training materials,

ii. documentation showing the training occurred, and

iii. a signed roster showing the names of the employees who attended the training.

IX. RECORDKEEPING

For its Savannah, Tennessee location, store number 10902, Fourteen Foods agrees to collect, retain and provide the following information to the Commission upon request, but never more than once in a six (6) month period, during the duration of this Consent Decree:

1. A list of all applicants who request a reasonable accommodation. The list shall include the type of accommodation requested and whether the accommodation was granted.

2. For the duration of this Decree, Fourteen Foods shall retain all personnel, payroll, complaint, and other personnel documents related to any person who has made a complaint of or reporting disability discrimination following the effective dates of this Consent Decree (“Effective Date”), as well as all documents relating to any person who was accused of such conduct or known to be a witness thereto.

3. For the duration of this Decree, Fourteen Foods shall retain all applications for employment, preemployment tests and the results thereof, requests for reasonable accommodations that would have allowed applicants with disabilities to complete preemployment tests, and documents reflecting denial-of-hire decisions submitted following the Effective Date.

4. Fourteen Foods’ obligation to maintain records, as set forth in this section, is not intended to nor does it limit or replace Fourteen Foods’ obligation to retain records as set forth in federal law or EEOC regulations, such as 29 C.F.R. § 1602.14. Fourteen Foods shall comply with 29 C.F.R. § 1602.14.

5. Fourteen Foods shall make all documents that are the subject of this Decree available for inspection and copying within thirty (30) business days of receiving a written request from EEOC for such documents.

X. REPORTING

Fourteen Foods shall provide the Commission with a report within sixty (60) days following completion of the training outlined in Paragraph VIII above. The report shall include the following:

1. Certification that Fourteen Foods conducted the training listed in Section VIII;
2. Copy of the training materials;
3. Signed roster showing the names of the employees who attended the training; and
4. Records required in Paragraph IX.

XI. NOTICE POSTERS

A. Fourteen Foods shall post, for the duration of the decree, the Notice to Employees attached as Appendix B.

B. The Notice shall be posted in a conspicuous location in any non-public area of the Savannah, Tennessee store number 10902.

XII. MONITORING AND ENFORCEMENT

A. The Commission may monitor Fourteen Foods' compliance with the terms of this Consent Decree by

- i. Examining documents or other records required to be made or kept by this Decree; and
- ii. Interviewing employees and management concerning the requirements of and compliance with this Decree.

B. If the Commission, at its sole discretion, finds Fourteen Foods failed to comply with the Decree, the Commission shall provide Fourteen Foods notice of the failure and allow it a period of fifteen (15) calendar days from receipt of the notice to comply.

C. If, after the 15-day period has expired, Fourteen Foods has failed to comply, the Commission may then petition this Court for relief. Such relief may include further permanent or temporary injunctions, monetary relief, costs, and/or penalties for contempt of court.

XIII. SEVERABILITY

A. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the parties.

B. The provisions of this Decree which are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

XIV. SUCCESSOR LIABILITY

A. For the duration of this Decree, prior to any sale, merger, or consolidation of the company, Fourteen Foods shall provide written notice and a copy of this Decree to any successors, assigns, subsidiaries, affiliates, or any other corporation or entity that acquires, merges or consolidates. Any surviving entities that exist upon completion of the acquisition, merger or consolidation shall remain fully liable for compliance with this Decree.

B. Fourteen Foods shall provide notice to the Commission forty-five (45) days prior to any assignment, succession, acquisition, merger, or consolidation.

XV. COSTS AND EXPENSES

The parties shall bear their own costs, attorney fees, and expenses arising from this litigation.

XVI. NOTICES AND OTHER COMMUNICATION

All notices, certifications, reports, or other communications that this Decree requires the parties to exchange shall be in writing and transmitted as follows:

1. To the Commission, via electronic mail to:
EEOC-MEDO-decree-monitoring@eeoc.gov.
2. To Fourteen Foods via e-mail to:
Lesley Adam
ladam@fourteenfoods.com

Any party may change the contact information by written notice to the other parties setting forth the new information.

IT IS SO ORDERED.

s/ S. Thomas Anderson
S. THOMAS ANDERSON
CHIEF UNITED STATES DISTRICT JUDGE

Date: February 19, 2021

Appendix A

RELEASE OF CLAIMS

In consideration of the payment of \$20,000 paid to me by Fourteen Foods, LLC, in connection with the resolution of *EEOC v. Fourteen Foods, LLC*, Civil Action No.: 1:19-cv-2693 (the “Lawsuit”), I waive my right to recover for any claims of discrimination that I have or had against Fourteen Foods prior to the date of this release and that were included in the claims alleged by the EEOC in the Lawsuit, and all claims set forth in EEOC Charge No. 846-2015-29051.

DATE

ROBIN KING

Appendix B

NOTICE TO EMPLOYEES

1. This Notice is posted pursuant to a Consent Decree entered by the United States District Court for the Western District of Tennessee, Eastern Division in the matter of EEOC v. Fourteen Foods, LLC d/b/a Dairy Queen Brazier, Case No. 1:19cv02693.
2. It is unlawful under Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 to discriminate against qualified individuals with disabilities in all areas of employment.
3. Fourteen Foods does not tolerate or condone disability discrimination. Disability discrimination violates company policy as well as federal law. Violation of this company policy by anyone employed by Fourteen Foods will result in disciplinary action up to and including termination.
4. If you believe you have been discriminated against, you have the right to seek assistance from:

Equal Employment Opportunity Commission
1407 Union Avenue, Suite 900
Memphis, TN 38104
Intake Information Group: (800) 669-400
Telephone: 1-901-544-0119
TTY: 1-901-544-0111
Website: www.eeoc.gov.

This Notice will remain posted for the duration of the consent decree and must not be altered, defaced, removed, or covered by any other materials.

Date

Fourteen Foods, LLC